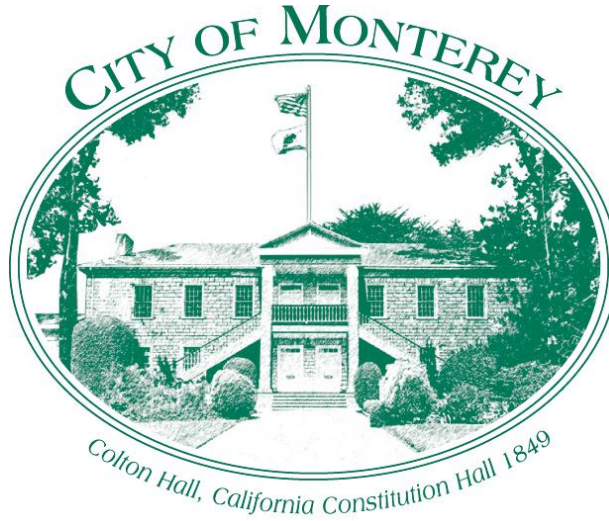


City of Monterey

Department of Plans & Public Works



**CALL FOR BID
FOR
RECEPTACLES – COMBINATION RECYCLING & TRASH**

DUE: MARCH 17, 2010
PUBLIC BID OPENING: YES

Date: February 28, 2010
580 Pacific Street, Room 6
Monterey, CA 93940
(831) 646-5662

NOTICE INVITING BIDS
RECEPTACLES – COMBINATION RECYCLING & TRASH

The City of Monterey requests sealed bids for **steel constructed COMBINATION 36-GALLON LITTER RECEPTACLES WITH INTEGRATED 16-GALLON RECYCLING BINS, Forms+Surfaces Urban Renaissance™ Urban Recycler (Exhibit 'A'), or approved equivalent**.

Sealed bids must be received at the Office of the City Clerk, 580 Pacific Street, Room 6, Monterey, CA 93940 **2:00 PM on March 17, 2010** at which time they will be publicly opened and read aloud. Bids that are received after the above-listed date and time shall be returned to the bidder unopened.

Work to Be Done includes furnishing all labor, materials, supplies, tools, equipment, supervision, transportation and other accessories, services, and facilities necessary to complete the order as specified herein. **Containers meeting the requirements of these specifications shall be delivered to the City of Monterey, no later than forty-five (45) days after the commencement date stated in the contract.**

Contract Documents may be examined at and/or obtained on the City's website at www.MontereyRecycles.org or at the Department of Plans & Public Works, Recycling Programs Office (RPO) at 353 Camino El Estero, Monterey CA 93940 or mailed upon request.

Each Bid Must be Submitted to the City Clerk's Office on the Bid Proposal form contained herein. These forms are also available on-line and at the RPO at 353 Camino El Estero, Monterey CA 93940. Bids must be prepared in ink or typewritten and signed by the bidder. Bids must be submitted in a sealed envelope bearing on the outside the name of bidder, bidder's address, the bid number, bid due date, and bid title. If submitted by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City Clerk, City of Monterey, 580 Pacific Street, Room 6, Monterey CA 93940. Bids may not be submitted electronically.

Copies of diagrams and detailed specification sheets that include material types and finish processes must be submitted at the time of bid for all alternate/equivalent products offered.

Award of Contract: Contract award shall be based on the lowest responsive, responsible bidder on the basis of the base bid, the Grand Total Bid Amount (BASE BID). All terms and conditions contained in the Contract Specifications shall become part of the "Contract Documents". No bid may be withdrawn for a period of sixty (60) days after the time set for the opening thereof. The Contract shall be awarded within sixty (60) days after the opening of bids if it is in the best interest of City to do so.

The City reserves the right, after opening bids, to waive any informality in any bid, to reject any or all bids, to make an award to the lowest responsive responsible bidder as determined by the City and/or reject all other bids as may be in the best interest of the City. A bidder, or bidders, to whom an award is made, will be required to execute the Agreement and provide certificates of insurance, and endorsements and any other documents and certifications as may be required by the City within fifteen (15) days of the receipt by the bidder of the Notice of Award.

Verification: The quantities of work to be done under this contract are herein stated. Before undertaking the Work, the Contractor shall carefully study and compare the Contract Documents for any discrepancies, inconsistencies, ambiguities, conflicts, or other errors in them or between the Contract Documents and areas, and check and verify actual areas, and shall bear all costs for any error in the Work resulting from its failure to so compare and verify. Contractor shall satisfy himself or herself as to the character, quality, and quantities of work to be performed, materials to be furnished, and the requirements of the proposed Contract. Failure to inspect the sites will not relieve Contractor from fulfilling the obligations of this Contract.

Bid Administration: All questions or requests for interpretation relative to this bid must be submitted in writing and received by March 12, 2010 in the Department of Plans & Public Works, Recycling Programs Office at the address below:

City of Monterey
Attn: Angela Brantley, Solid Waste Program Manager
353 Camino El Estero
Monterey, California 93940

Voice: (831) 646-5662
Fax: (831) 646-5686

Questions and requests received after that date and time will be reviewed at City's discretion and may not be considered.

REQUEST FOR BIDS
INFORMATION FOR BIDDERS
RECEPTACLES - COMBINATION LITTER & RECYCLING

Preparation: The City requests bids, on the forms attached under Documents to be Executed by Bidder, to be submitted on or before the date and time specified in the Notice Inviting Bids. Bids not presented on forms so furnished will be disregarded.

The Bid Proposal is contained herein, together with the Notice Inviting Bids, Information for Bidders, Agreement, and Contract Specifications. In order to receive consideration, bids submitted shall consist of filling out and removing the Bid Proposal section attached hereto. The Bid Proposal shall set forth, in clearly legible figures and words, the Grand Total Bid Amount (BASE BID) for Receptacles – Combination Litter & Recycling. All figures shall be submitted in the respective spaces provided in the Bid Proposal, and shall be signed by the bidder. All blanks in the bid forms must be completed.

The bid must be executed in accordance with these instructions and the instructions contained on the forms provided. If the bidder is an individual or a partner, the signature on the bid must be the same as the name of the bidder shown on other parts of these forms. (Showing the name as "J.E. Doe" and the signature as "John E. Doe" may be considered as an irregularity.)

Error in Calculation: All amounts bid shall be represented in figures. Should there be an error in calculation, unit price shall prevail. Any error in the addition or multiplication of the amounts constituting the items of the Bid Proposal forms will be corrected and such correct total(s) shall be used to determine the successful bidder for each bid package. All prices or sums shall include all applicable shipping, sales and other taxes.

Modifications on the Submitted Bid: Modifications, changes, or additions to the Bid Proposal may be considered an irregularity. Erasures or corrections must be initialed by the person(s) signing the Bid Proposal. Alternate bids will not be considered unless called for.

Agreement: The form of agreement which the successful bidder, as Contractor, will be required to execute is included in and forms a part of the Contract Documents and must not be detached therefrom.

Withdrawal or Revision of Bids: A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a bid, provided that the bidder's request for withdrawal is received at the Office of the City Clerk in writing before the time specified for opening bids. Revised bids must be submitted as specified herein. The request for withdrawal shall be executed by the bidder or by his duly authorized representative.

Late Bids: Bids that are received after the time specified for opening bids shall be returned to the bidder unopened.

Disqualification of Bidders: A bidder shall be considered disqualified for any of the following reasons:

- a. Submitting more than one bid from the same partnership, firm, or corporation under the same or different name.
- b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the City until any such participating bidder has been reinstated by the City as a qualified bidder.

Relief of Bidder: If the bidder claims a mistake was made in his or her bid, the bidder shall give the City written notice within five (5) days after the opening of bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

Rejection of Bids: Bid packages may be rejected if they show any alteration of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind. The City reserves the right to reject any irregular bid and the right to waive informalities if such waiver is in City's best interest and conforms to local laws and ordinance pertaining to the Contract. The City further reserves the right to reject all bids and bid packages for any or no reason or not to proceed with the order at all.

When a bid is signed by an agent other than the officer or officers of a corporation authorized to sign contracts on its behalf, or a general partner of a partnership, a "Power of Attorney" must be on file with the City Clerk prior to opening bids or shall be submitted with the Bid Proposal.

Interpretation of Drawings, Specifications, and Documents: If any bidder should find discrepancies in or omissions from the drawings, specifications, or other proposed contract documents, or if he should be in doubt as to the true meaning of any part thereof, he shall at once make a written request to the RPO at the address set forth herein for correction or clarification of interpretation of the points in question. The person submitting such a request shall be responsible for its prompt delivery.

In the event that the RPO receives such a request and it should be found that certain essential information is not clearly and fully set forth or if the RPO discovers errors, omissions or points requiring clarification in the drawings, specifications or documents, a written addendum will be issued as set forth herein. The City will not be responsible for any instructions, explanations or interpretations of the documents presented to the bidders in any manner other than written addendum.

Addenda: Any and all interpretations and supplemental instructions will be in the form of written Addenda to the Contract Specifications, which if issued, will be faxed, emailed and/or mailed to all prospective bidders.

Any Addenda issued by the City during the time of bidding, or forming a part of the documents furnished to bidders for bid preparation, shall be covered in the bid and shall be made a part of the Contract. In the event that an addendum setting forth material changes, additions or deletions is issued when there is 72 hours or less to the bid deadline, the City may extend the bidding deadline by at least 72 hours.

Opening of Bids: At the date and time set for the opening of bids, each and every bid received prior to the scheduled closing time for receipt of bids will also be opened. If any bid is otherwise irregular or informal, the facts will be noted at that time. Bidders or their representatives may be present at the opening of bids.

Bidder References: Bidder shall provide a minimum of three (3) references with their bid.

Non-Collusion Affidavit: The City of Monterey requires bidders to submit an affidavit of non-collusion with their bids. This form is included with the bid package and must be signed under the penalty of perjury and dated.

Non-Discrimination: It is the policy of the City that in connection with all work performed under contracts, there be no discrimination against any prospective or active Contractor employee engaged in the work because of race, color, ancestry, natural origin, religious creed, sex, age, disability, or marital status.

Public Record: All proposals submitted in response to this Call for Bids become the property of the City and are public records to the extent permitted by law, and as such, may be subject to public review.

CONTRACT SPECIFICATIONS
AGREEMENT AND PROVISIONS
RECEPTACLES - COMBINATION RECYCLING & TRASH

Documents to be executed

By the

Successful Bidder

(AFTER award of Contract)

**CONTRACT FOR SERVICES
RECEPTACLES - COMBINATION LITTER & RECYCLING**

THIS AGREEMENT is executed this ____ day of _____, 2010, by and between the CITY OF MONTEREY, a municipal corporation, hereinafter called "City", and _____ hereinafter called "Contractor".

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. **Scope.** Contractor hereby agrees to provide to the City of Monterey, as the scope of services under this Agreement, the following services: Design, fabrication, and delivery of public use receptacles that are a combination recycling and trash container. Scope of Work is further discussed in Receptacles, Combination Recycling & Trash, Attachment A and Contractor's Proposal dated [], Attachment B.
2. **Timely.** Contractor shall perform all tasks in a timely fashion, as set forth more specifically in paragraph 3 below. Failure to so perform is hereby deemed a material breach of this Agreement, and City may terminate this Agreement with no further liability hereunder, or may agree in writing with Contractor to an extension of time.
3. **Term.** The work under this Agreement shall commence _____ and shall be completed 45 days by May 1, 2010 unless City grants a written extension of time as set forth in paragraph 2 above
4. **Payment.** City agrees to pay and Contractor agrees to accept as full and fair consideration for the performance of this Agreement, _____ Dollars (\$_____), as more fully described in Contractor fee schedule, Attachment C. Contractor has no right of reimbursement for expenses under this Agreement. Compensation shall become due and payable upon submission of monthly written invoices to the City. The payment of any compensation shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If City determines that the work set forth in the written invoice has not been performed in accordance with the terms of this Agreement, City shall not be responsible for payment until such time as the work has been satisfactorily performed.
5. **Meet & Confer.** Contractor agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by City to insure timely and adequate performance of this Agreement.
6. **Insurance.** Contractor shall maintain the following insurance in full force and effect.
 - a. Without altering or limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:
 - I. Commercial General Liability Insurance including but not limited to personal injuries, bodily injuries, premises/operations, completed operations/products, contractual liability, independent contractors (if any part of the work is to be subcontracted), broad form property damage and cross-liability coverage with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
 - II. Intellectual property insurance including but not limited to coverage for copyright, trademark and/or patent infringement claims with a combined single limit of not less than \$1,000,000 per occurrence.

III. Commercial Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

IV Workers' Compensation Insurance. If CONTRACTOR employs others in the performance of this Agreement, CONTRACTOR shall maintain workers' compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$100,000 per occurrence for employer's liability. Workers' compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the CONTRACTOR, its employees, agents and subcontractors.

b. Other Insurance Requirements:

I. All insurance under this Agreement must be written by an insurance company that is either:

- * Admitted to do business in California with a current A.M. Best rating of no less than A:VI;
- or
- * An insurance company with a current A.M. Best rating of no less than A:VII.

Exception may be made for the State Compensation Insurance Fund when not specifically rated.

II. Each insurance policy required by this agreement shall be endorsed to state that City of Monterey shall be given notice in writing at least thirty days in advance of any change, cancellation, or non-renewal thereof.

III. The general liability, intellectual property and auto policies shall:

- * Provide an endorsement naming the City of Monterey, its officers, officials, and employees as additional insureds under an ISO CG 20 10 11 85 or equivalent.
- * Provide that such insurance is primary and non-contributing insurance to any insurance or self-insurance maintained by the City.
- * Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01.
- * Provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or its equivalent.

IV. Prior to the start of work under this Agreement, CONTRACTOR shall file certificates of insurance and endorsements evidencing the coverage required by this agreement with the City of Monterey Risk Management Office. CONTRACTOR shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.

V. Neither the insurance requirements hereunder, nor acceptance or approval of CONTRACTOR's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change CONTRACTOR's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. Notwithstanding the insurance requirements contained herein, CONTRACTOR is financially liable for its indemnify obligations under this Agreement.

VI. Any deductibles or self-insured retentions must be declared to and approved by the City of Monterey. At the option of the City of Monterey, either: the insured shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Monterey, its officers, officials, employees and volunteers; or CONTRACTOR shall provide a financial guarantee satisfactory to the City of

Monterey guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

VII. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

VII. CONTRACTOR shall either (1) require each of its subcontractors to procure and to maintain during the life of its subcontract, Commercial General Liability Insurance, Vehicle Liability Insurance and Workers' Compensation Insurance of the type and in the amounts specified above, or; (2) insure the activities of its subcontractors in its policies. Prior to commencement of any work by any subcontractor, CONTRACTOR shall file certificates of insurance and endorsements evidencing the coverage required by this paragraph with the City of Monterey Risk Management Office. CONTRACTOR shall file a new or amended certificates of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.

7. **Indemnification.** Contractor hereby agrees to the following Indemnification and Hold Harmless Clause:

a. To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, investigate, defend (at CONTRACTOR's sole cost and expense and with legal counsel reasonably approved by City), protect and hold harmless, the City of Monterey, its officials, officers, employees, agents, and representatives from and against any and all claims [including, without limitation, claims for copyright, trademark or patent infringement; or bodily injury or death (including but not limited to CONTRACTOR, persons employed by CONTRACTOR, persons acting on behalf of CONTRACTOR, and third parties) or damage to property], demands, obligations, losses, damages, actions, causes of action, suits, judgments, fines, penalties, liabilities, defense costs and expenses (including, without limitation, reasonable attorneys' fees, disbursements and court costs, and all other professional, expert or CONTRACTOR'S fees and costs) of every kind or nature arising out of or in connection with or relating to any work or activities of CONTRACTOR (or CONTRACTOR's contractors' or subcontractors', if any) conducted under this Agreement or arising out of the failure on CONTRACTOR's part to perform their obligations under this agreement. Except as provided by law, the indemnification provisions stated above shall apply regardless of the existence or degree of fault of the City, except for those Claims which arise out of the sole negligence or willful misconduct of the City of Monterey.

b. Notwithstanding the provisions of the above paragraph, CONTRACTOR agrees to assume all risk, and to indemnify and hold harmless the City from and against any and all claims, demands, defense costs, liability, expense, or damages or any kind or nature arising out of or in connection with damage to or loss of any property belonging to CONTRACTOR or CONTRACTOR's employees, contractors, representatives, patrons, guests or invitees.

c. CONTRACTOR further agrees to indemnify City for damage to or loss of CITY OF MONTEREY property arising out of or in connection with CONTRACTOR's work associated with this agreement or arising out of any act or omission of CONTRACTOR or any of CONTRACTOR's employees, agents, contractors, representatives, patrons, guests or invitees; excepting such damage or loss arising out of the negligence of the City.

8. **Licensing.** Contractor warrants that it is properly licensed to perform the work specified under this Agreement, including but not limited to possession of a current City business license.

9. **Termination.** City may terminate this Agreement upon ten days' written notice. The amount of damages, if any, as a result of such termination may be decided by negotiations between the parties or before a court of competent jurisdiction.

10. **Agency.** In performing the services specified under this Agreement, Contractor is hereby deemed to be an independent contractor and not an agent or employee of City.

11. **Non-Assignability.** The rights and obligations of Contractor hereunder are not assignable and cannot be delegated without written consent of City.

12. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior agreements, whether oral or written, relating to the subject matter thereof. Any modification of the Agreement will be effective only if it is in writing signed by both parties hereto.

13. **Validity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

14. **Counterparts.** This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

15. **Laws.** Contractor agrees that in the performance of this Agreement it will comply with all applicable State, Federal and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first above written in Monterey, California.

CITY OF MONTEREY

CONTRACTOR

Mayor or City Manager

[name & title of authorized signatory]

Approved as to form:

City Attorney's Office

Approved:

Risk Manager

CONTRACT SPECIFICATIONS**GENERAL PROVISIONS****RECEPTACLES - COMBINATION LITTER & RECYCLING****1. INTENT**

To the fullest extent reasonably possible, all provisions of the Contract Documents shall apply provided however, that in resolving conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

- a. Change Orders, Addenda, Supplemental Agreements, and approved revisions to the specifications.
- b. Contract
 1. Agreement
 2. Technical Provisions
 3. General Provisions
 4. Bid Proposal
 5. Information for Bidders
 6. Notice Inviting Bids

2. TERMS AND DEFINITIONS

Whenever in the General Provisions or Technical Provisions the following terms are used, they shall be understood to mean and refer to the following:

CITY: CITY OF MONTEREY, acting through properly authorized agents, such agents acting within the scope of the particular responsibilities entrusted to them.

CITY COUNCIL: CITY COUNCIL of the City of Monterey.

SOLID WASTE PROGRAM MANAGER: City of Monterey Department of Plans & Public Works Solid Waste Program Manager.

CONTRACTOR: CONTRACTOR and/or any person or subcontractor employed by the Contractor and working under this Contract and Agreement.

Other terms appearing in the General Provisions or Technical Provisions shall have the intent and meaning specified therein.

3. CONTRACT AWARD & EXECUTION**a. AWARD**

Bids proposals will be compared on the basis of the Grand Total Bid Amount (BASE BID), as stipulated in the Bid Proposal, which may be selected by the City.

b. EXECUTION OF CONTRACT

The Contract shall be signed by the successful bidder in duplicate and returned, together with the required bond and insurance certificates within fifteen (15) days of receipt of these documents from the City. No contract shall be binding upon the City until the same has been completely executed by the Contractor and approved by the City Council and City Attorney, and executed by the City Manager of

the City of Monterey. Failure to execute a contract and insurance contracts as provided herein within the time limit above may be just cause for the annulment of the award.

4. CONTRACTOR AGREEMENT

CONTRACTOR understands and agrees to the following:

- a. Contractor assigns to the City of Monterey any and all rights, title, and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement, including the right to register for the copyright or trademark of such materials.
- b. Upon written request by the Contractor, the City may give written consent to the Contractor to retain all or any part of the ownership of these rights;
- c. The Contractor grants to the City a royalty-free, nonexclusive, nontransferable license to reproduce, translate, and distribute copies of the materials produced pursuant to this Agreement, for nonprofit purposes, and to have or permit others to do so on the City’s behalf;
- d. In accordance with the Grant Agreement between the State of California and the City of Monterey dated 20 December 2007, the State shall have the right to copy and distribute any drawings, design plans, specifications, notebooks, tracings, photographs, negatives, reports, findings, recommendations, data, software, and memoranda of every description or any part thereof, paid for in whole or in any part with grant funds. Copies thereof shall be delivered to the State upon request; and
- e. After completion of this contract, the City shall have full right to use said copies in any manner when and where it may determine without any claim to additional compensation.
- f. CONTRACTOR retains the rights to any concepts, designs or copy developed for, but not selected or used by, the City.
- g. CONTRACTOR may use materials developed for the City for self-promotion purposes.
- h. CONTRACTOR shall correct, at no cost to City of Monterey, any errors made by CONTRACTOR.
- i. **Containers meeting the requirements of these specifications shall be delivered to the City of Monterey, no later than forty-five (45) days after the commencement date stated in the contract.**

5. NOTICES

Any notices under the Contract Documents shall be in writing and shall be effective upon personal delivery, or upon three (3) business days after deposit in the United States mail, registered, certified, postage fully prepaid, and addressed to the respective parties hereto to the addresses set forth as follows:

| | |
|------------|---|
| THE CITY | Solid Waste Program Manager City of Monterey 353 Camino El Estero Monterey, California 93940 |
| CONTRACTOR | Contact: _____ Business Name: _____ Address: _____ Address: _____ |
| SURETY | Contact: _____ |

Business Name: _____

Address: _____

Address: _____

6. PAYMENT TERMS

- a. CITY shall pay CONTRACTOR for services authorized and used by the CITY as described.
- b. CITY shall compensate CONTRACTOR for the percentage of services completed by CONTRACTOR should City cancel or withdraw any job prior to completion of the service.
- c. CONTRACTOR shall bill CITY by the 15th day of each calendar month for work completed during the previous calendar month.
- d. CONTRACTOR shall submit a final invoice by October 2010.
- e. CITY shall not pay for any services provided after November 2010 unless said delay in the provision of services is due to City's actions or inactions, or if City and Contractor agree in writing to an extension of time.

7. DELIVERY

All items shall be delivered F.O.B. Destination at the address below. Prices shall include all costs for delivery. No additional charge for freight, packing, drayage, postage, express, or for any other purposes will be allowed over and above the prices bid on the Bid Form.

The City of Monterey reserves the right to seek other forms of shipping and those costs must be listed separately on the bid sheet.

a. Delivery Location

City of Monterey, 25 Ryan Ranch Road, Monterey, CA 93940

b. Timely Delivery

Time is of the essence, and the purchase order is subject to termination for failure to deliver on time. The acceptance by buyer of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the Bidder. 100% of materials shall be delivered no later than forty-five (45) days after the commencement date stated in the contract.

8. LIQUIDATED DAMAGES

a. It shall be agreed by the parties herein that the maximum period for delivery to and acceptance by City of the fully-functioning and equipped containers in accordance with the terms of the contract, shall be delivered no later than forty-five (45) days after the commencement date stated in the contract.

b. In case all the work called for under the contract is not completed and the containers are not delivered to and accepted by City prior to the expiration of the time limit set forth above, damages will be sustained by the City of Monterey in an amount that may be difficult or impossible to ascertain. It is therefore agreed that the Contractor will pay to the liquidated damages on a sliding scale as follows: the sum of \$500.00 (five hundred dollars) for the first day beyond the stated delivery/acceptance date, increasing thereafter at the rate of \$25.00 (Twenty-five dollars) each day until a maximum liquidated damages amount of \$100,000.00 per day is reached. City of Monterey may deduct the total amount of liquidated damages assessed pursuant to this section from the amount due to Contractor under the contract.

c. The contractor shall not be assessed with liquidated damages for any delay beyond the delivery and acceptance date that are caused by Acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors due to such causes; provided that the Contractor shall, within ten (10) days from the beginning of any such delay, notify the

City in writing of the causes of delay. City's determination in this matter shall be final and conclusive.

"Unusually severe weather" means that which is considered outside the normal average as determined by historical weather records.

9. ACCEPTANCE OF MERCHANDISE

a. Acceptance of the merchandise will not occur until after any applicable on-site set-up, demonstration and training has occurred and the City has performed a post-delivery inspection. City shall assume no liability for the merchandise until after the Acceptance whereby payment will not be authorized until such acceptance has occurred.

b. If, after set-up, defective items are detected they shall be made good by the Contractor in a timely and effective manner satisfactory to the City, not to exceed ten (10) working days from the date of notification by the City to the Contractor of the defect. If repair or replacement of defective merchandise is expected to take longer than ten (10) working days, Contractor shall provide, at no cost to the City, temporary equivalent merchandise until such time as permanent merchandise are repaired or replaced.

10. WARRANTIES

Contractor agrees that the merchandise and supplies to be furnished will be covered by a minimum one-year manufacturer's warranty and that the rights and remedies so provided are in addition to, and do not limit, any rights afforded by the City. Contractor warrants to City that they have the right to furnish the merchandise and other materials covered hereunder to City free of all liens, claims, encumbrances, patents, trademarks, copyrights or other restrictions. Contractor also warrants that the merchandise shall be free from any defects in material and workmanship and shall conform to and operate in accordance with the specifications for such merchandise.

11. TERMINATION

a. Termination for Default

The City may, by written notice of default to the Contractor, terminate any resulting order in whole or part should the Contractor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to specifications and requirements set forth therein. In the event of such termination, the City reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting Contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the City. The prevailing market price for new merchandise shall be considered the fair repurchase price. If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

b. Termination for Convenience

The City may, by written notice stating the extent and effective date, terminate any resulting order for convenience in whole or in part, at any time. The City shall pay the Contractor as full compensation for performance until such termination or pro-rate the price for the delivered and accepted portion, and a reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Contractor as approved by the City, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price. In no event shall the City be liable for any loss of profits on the resulting order or portion thereof so terminated. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

11. COMPLIANCE WITH LAW

Contractor shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. Contractor shall use the degree of care and skill ordinarily exercised by other Contractors under similar conditions.

12. INDEMINICATION AND INSURANCE

Contractor shall be required to comply with the following indemnification and insurance provisions:

- a. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), CONTRACTOR shall defend (with legal counsel reasonably acceptable to the City of Monterey), indemnify and hold harmless the City of Monterey and its officers, agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, copyright, trademark or patent infringement; or injury to or death of an employee of CONTRACTOR or its SubCONTRACTORS), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert CONTRACTOR'S or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of CONTRACTOR, any SubCONTRACTOR, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the sole negligence, active negligence, or willful misconduct of such Indemnitee.
- b. To the extent there is an obligation to indemnify under this Section, CONTRACTOR shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from CONTRACTOR's negligence, recklessness, or willful misconduct.
- c. Notwithstanding the provisions of the above paragraph, CONTRACTOR agrees to assume all risk, and to indemnify and hold harmless the City from and against any and all claims, demands, defense costs, liability, expense, or damages of any kind or nature arising out of or in connection with damage to or loss of any property belonging to CONTRACTOR or CONTRACTOR's employees, contractors, representatives, patrons, guests or invitees.
- d. CONTRACTOR further agrees to indemnify City for damage to or loss of CITY OF MONTEREY property arising out of or in connection with CONTRACTOR's work associated with this agreement or arising out of any act or omission of CONTRACTOR or any of CONTRACTOR's employees, agents, contractors, representatives, patrons, guests or invitees; excepting such damage or loss arising out of the negligence of the City.
- e. Without altering or limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:
 1. Commercial general liability insurance including but not limited to premises, personal injuries, bodily injuries, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
 2. Intellectual property insurance including but not limited to coverage for copyright, trademark and/or patent infringement claims with a combined single limit of not less than \$1,000,000 per occurrence.
 3. Commercial automobile liability insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
 4. Workers' Compensation Insurance. If CONTRACTOR employs others in the performance of this Agreement, CONTRACTOR shall maintain workers' compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$100,000 per occurrence for employer's liability.

Other Insurance Requirements

All insurance required under this Agreement must be written by an insurance company either:

- admitted to do business in California with a current A.M. Best rating of no less than A:VI;
or
- an insurance company with a current A.M. Best rating of no less than A:VII.

Exception may be made for the State Compensation Insurance Fund when not specifically rated.

1. Each insurance policy required by this agreement shall be endorsed to state that City of Monterey shall be given notice in writing at least thirty days in advance of any change, cancellation, or non-renewal thereof.
2. The general liability and auto policies shall:
 - Provide an endorsement naming the City of Monterey, its officers, officials, and employees as additional insureds under an ISO CG 20 10 07 04 or ISO 20 37 07 04 or equivalents.
 - Provide that such insurance is primary and non-contributing insurance to any insurance or self-insurance maintained by the City.
 - Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01.
 - Provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or its equivalent.
3. Prior to the start of work under this Agreement, CONTRACTOR shall file certificates of insurance and endorsements evidencing the coverage required by this agreement with the City of Monterey Risk Management Office. CONTRACTOR shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.
4. Neither the insurance requirements hereunder, nor acceptance or approval of CONTRACTOR's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change CONTRACTOR's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. Notwithstanding the insurance requirements contained herein, CONTRACTOR is financially liable for its indemnify obligations under this Agreement.
5. Any deductibles or self-insured retentions must be declared to and approved by the City of Monterey. At the option of the City of Monterey, either: the insured shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Monterey, its officers, officials, employees and volunteers; or CONTRACTOR shall provide a financial guarantee satisfactory to the City of Monterey guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

CONTRACT SPECIFICATIONS**TECHNICAL PROVISIONS****RECEPTACLES - COMBINATION LITTER & RECYCLING****Part 1 GENERAL**

1.1 Section Includes

A. Stainless steel litter receptacles with integrated recycler module.

1.2 References

A. UL94HB - *Standard for Tests for Flammability of Plastic Materials for Parts in Devices and Appliances*

1.3 Submittals

A. Product Data

1. Shop drawings.
2. Installation instructions and/or diagrams.
3. Manufacturer's recommended maintenance instructions.
4. Manufacturer's recommended graffiti cleaning instructions.

B. Samples

1. Submit finish samples for approval.

C. Manufacturer Information

1. Provide overview literature describing manufacturer's overall scope of products and manufacturing capabilities.
2. Provide URL for manufacturer's web site; web site must provide access to technical data, images and general product information.
3. Provide manufacturer's toll-free telephone number for product support.

1.4 Quality Assurance

A. Manufacturer Qualifications

1. Minimum ten years experience in stainless steel fabrication.
2. Minimum ten years experience manufacturing products with powdercoat finishes.
3. Manufacturing facilities equipped for water jet cutting, laser cutting, MIG welding, roll-forming and all other fabrication operations required to execute the specified designs to the highest quality standards.

1.5 Delivery, Storage and Handling

- A. Handle products in accordance with manufacturer's instructions.
- B. Store products in manufacturer's original packaging until ready for installation.
- C. Protect products from impacts and abrasion during storage.

1.6 Warranty

A. Provide manufacturer's standard warranty.

1. Warranty terms: one year against defects in materials and workmanship.

Part 2 PRODUCTS**2.1 Manufacturer**

A. Basis-of-design product: provide litter receptacles with integrated recycler module based on the product named. Subject to compliance with requirements, provide either the named product or approved equal from another manufacturer.

1. Urban Renaissance Receptacle with Recycler by Forms+Surfaces, 6395 Cindy Lane, Carpinteria, CA 93013, www.forms-surfaces.com, or approved equivalent.

2.2 Stainless Steel Litter Receptacles with Integrated Recycler Module**A. General**

1. Provide receptacles fabricated from stainless steel and aluminum. Products fabricated from carbon steel, fiberglass, plastics or concrete not permitted.
2. Provide receptacles generally cylindrical in design with a main lower section for conventional litter and a separately accessed upper module for recyclables.
3. Provide main lower section with a separate, removable internal liner to hold conventional litter.
4. Provide a hinged side access door that allows the liner to be pulled out from the side for reduced lifting and strain when servicing.

B. Fabrication, Frame

1. Material: tubular stainless steel with a nominal 1" x 1" square cross-section and a minimum nominal wall thickness of .06". Carbon steel not permitted.
2. Fabricate frame components combining straight vertical support members with curved horizontal support members roll-formed to a circular shape.
3. Weld joints between stainless steel frame support members on two sides and grind smooth.
4. Install "rivnut" type fasteners to mount receptacle lid to frame.

C. Fabrication, Cylinder Walls and Side Access Door Walls

1. Material: 1.5mm thick (nom.16 ga.) stainless steel sheet or thicker. Carbon steel not permitted.
2. Roll-form stainless steel sheet to match the inside radius of the receptacle frame.
3. Apply decorative perforation pattern to cylinder walls and side access door walls using CNC turret punch, water jet or laser cutting equipment.
 - a. Perforation design: Forms+Surfaces "Updrop" or approved equivalent.

D. Fabrication, Recycler Module Walls

1. Material: 1.5mm thick (nom.16 ga.) stainless steel sheet or thicker. Carbon steel not permitted.
2. Roll-form stainless steel sheet to match the inside radius of the receptacle frame.
3. Provide two 4" diameter holes placed on opposite sides of the recycler module for the entry of recyclable materials.
 - a. Punch completely through recycler module walls leaving openings free of burrs and sharp edges.
4. Provide permanent graphics indicating function of recycler module.
 - a. Graphics type: punched-through with solid colored backing plates.

- 1) Punch completely through recycler module walls leaving symbols and text free of burrs and sharp edges.
- b. Graphics design:
 - 1) Symbols: two "chasing arrows" recycle logos (place on opposite sides of the recycler module 90 degrees from the two 4" diameter openings).
 - 2) Text: two "RECYCLE BOTTLES" and two "RECYCLE CANS" (place one example of each text to the left and right of the two 4" diameter openings).
 - 3) Backing: 1.5mm thick (nom.16 ga.) stainless steel sheet or better with Cobalt Blue Texture powdercoat, roll-formed and attached to inside wall of recycler module. Carbon steel not permitted.
- E. Fabrication, Recycler Module Cone and Trap Door
 1. Provide a cone-shaped bottom for recycler module with a nominal 9.14" diameter opening.
 - a. Material: 1.5mm thick (nom.16 ga.) stainless steel sheet. Carbon steel not permitted.
 2. Provide a hinged, spring loaded "trap door" mounted in the cone opening to be used for emptying material from the recycler module.
 - a. Material: stainless steel. Carbon steel not permitted.
- F. Fabrication, Side Access Door Hinges
 1. Fabricate four hinge tabs, two for the cylinder frame and two for the side access door frame.
 2. Fabricate hinge tabs using stainless steel plate. Carbon steel not permitted.
 3. Attach hinges to cylinder frame and side access door frame with continuous welds.
 4. Join hinge tabs using stainless steel pins.
- G. Fabrication, Side Access Door Latch
 1. Fabricate side access door latch consisting of latch assembly and corresponding strike plate using stainless steel. Carbon steel not permitted.
 2. Provide latch of "gravity" type that engages the strike plate using its own weight without the assistance of springs when the side access door is pushed closed.
 3. Provide latch that allows maintenance personnel to close and latch the side access door using one hand.
 4. Attach latch to side access door using tamper-resistant stainless steel screws.
 5. Weld strike plate to cylinder frame.
- H. Fabrication, Base
 1. Fabricate base using type stainless steel plate. Carbon steel not permitted.
 2. Attach base plate to cylinder frame with continuous welds.
- I. Fabrication, Levelers
 1. Provide four adjustable threaded levelers to accommodate uneven mounting surfaces.
 - a. Levelers to include through-hole base plates for surface mounting.
 2. Material: Stainless steel. Carbon steel not permitted.
- J. Fabrication, Lid
 1. Fabricate lid by machine spinning using .125" thick aluminum.
 2. Spin lid to form two concentric steps sloping upwards to increase structural rigidity, facilitate drainage and to discourage placement of litter on the lid.

3. Brace lid internally with a structural perimeter frame constructed of tubular aluminum with a nominal 1" square cross-section and a minimum wall thickness of .06". Roll-form frame to form a ring and weld to inside perimeter of lid.
4. Attach lid to receptacle using tamper-resistant stainless steel screws.

K. Fabrication, Liner

1. Provide each receptacle with a molded internal liner.
 - a. Material: LLDPE polyethylene.
 - b. Fire rating: UL 94HB.
 - c. Finish: black smooth.
 - d. Nominal capacity: 36 gallons.
2. Provide liner with two oval shaped cutout handles.

L. Metal Finish

1. Finish type: TGIC polyester powdercoat.
2. Color: Forms+Surfaces Majority of containers will be "Black". Ten (10) "Bright Silver" or approved equal.
3. Prepare stainless steel and aluminum surfaces for finishing according to the manufacturer's process specifications for each material.
4. Apply powder to metal surfaces by electrostatic or tribo-charged spraying to a nominal thickness of 3 mils.
5. Place coated parts in a bake oven to crosslink and cure the color coat.

NOTE: In the event that the Technical Provisions conflict with the General Provisions, the Technical Provisions shall prevail.

See Exhibit A for more details.

CONTRACT

BID PROPOSAL

RECEPTACLES - COMBINATION LITTER & RECYCLING

Documents to be SUBMITTED

By Bidder

BID PROPOSAL
SIGNATURE SHEET
RECEPTACLES - COMBINATION LITTER & RECYCLING

Bidder agrees that his or her bid shall remain open and not be withdrawn for a period of sixty (60) days from the date for opening bids. Bidder also agrees that if they are the successful Bidder he or she will sign and return the Contract Agreement within fifteen (15) days after receipt of Notice of Award along with the required certificates of insurance and endorsements as required per the Contract Documents.

Name of Bidder: _____

Address: _____

Telephone No.: (____) _____ Facsimile No.:(____) _____

Email (If applicable): _____

Type of Company: Individual ___ Partnership ___ Corporation ___ (check one)

Names and titles of all partners/officers of the company:

If a corporation, chartered under the laws of the State of _____

Receipt of Addenda: #_____ #_____ #_____ #_____ is hereby acknowledged. _____ Initials

Copies of diagrams and detailed spec sheets are attached for alternate/equivalent products offered. _____ Initials

By signing below, I attest that I am an authorized representative / agent, that I am authorized by my signature to bind this company contractually and certify under penalty of perjury the accuracy of the representations made on the Bid and related forms.

SIGNATURE: _____

DATE: _____

PRINTED NAME: _____

TITLE: _____

BID PROPOSAL

BID FORM

RECEPTACLES - COMBINATION LITTER & RECYCLING

Submitted herewith is our bid for RECEPTACLES - COMBINATION LITTER & RECYCLING as specified in the Contract Document. Any deviations from these specifications are duly noted and additional information is attached

Prices shall include all payroll costs, overhead costs, insurance costs, delivery costs and any other costs associated with securing and maintaining the products specified herein. The Grand Total Bid Amount (BASE BID) set forth below will be used to determine the lowest responsive responsible bid.

| ITEM | DESCRIPTION | QTY | UNIT PRICE | EXTENDED COST |
|------------------------------------|--|-----------|------------------------|------------------------|
| 1 | Steel constructed Combination 36-Gallon Litter Receptacle with Integrated 16-Gallon Recycling Bin (includes liner) (see specifications) Shipping Handling Finish: Powdercoat Color: Majority Black; Ten (10) Silver If applicable: Brand: _____ Model: _____ Copies of diagrams and detailed spec sheets must be submitted at the time of bid for all alternate/equivalent products offered. | Up to 200 | \$ \$ \$ | \$ \$ \$ |
| SUBTOTAL: | | | | \$ |
| SALES TAX (8.25%): | | | | \$ |
| DELIVERY: | | | | F.O.B. DEST |
| GRAND TOTAL BID AMOUNT (BASE BID): | | | | \$ |

In case of discrepancy between the unit price and the extended cost, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Extended Cost" column, then the amount set forth in the "Extended Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the City from measured quantities of work performed based upon the unit price.

GRAND TOTAL BID AMOUNT (BASE BID) WRITTEN IN WORDS: _____

_____ **DOLLARS**

AND _____ **CENTS.**

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

BID PROPOSAL

BIDDER REFERENCES

RECEPTACLES - COMBINATION LITTER & RECYCLING

The Bidder must demonstrate knowledge and capability of providing quality litter and recycling receptacles. This knowledge and ability shall be shown by furnishing the names, current phone numbers and address, points of contact and scope of work for at least three (3) customers whom you have recently contracted to sell or are currently selling merchandise and/or services with specifications similar to the needs of the City of Monterey.

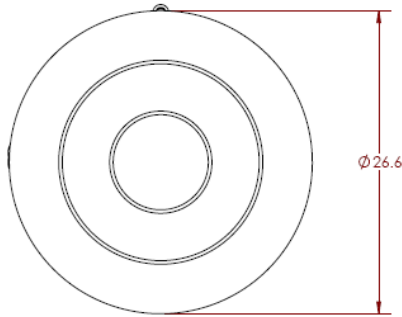
1. **Company:** _____
 Address: _____
 Telephone #: (____) _____ Contact: _____
 Scope of Work: _____
 Purchase Amount: _____ Purchase Date: _____

2. **Company:** _____
 Address: _____
 Telephone #: (____) _____ Contact: _____
 Scope of Work: _____
 Purchase Amount: _____ Purchase Date: _____

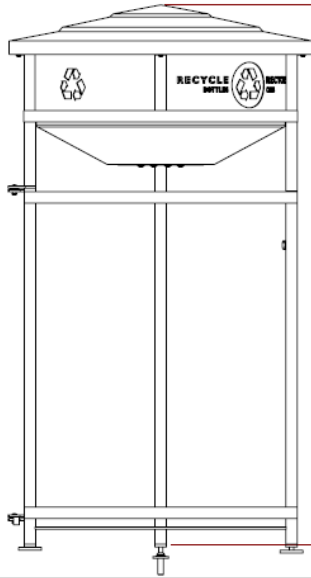
3. **Company:** _____
 Address: _____
 Telephone #: (____) _____ Contact: _____
 Scope of Work: _____
 Purchase Amount: _____ Purchase Date: _____

EXHIBIT 'A'

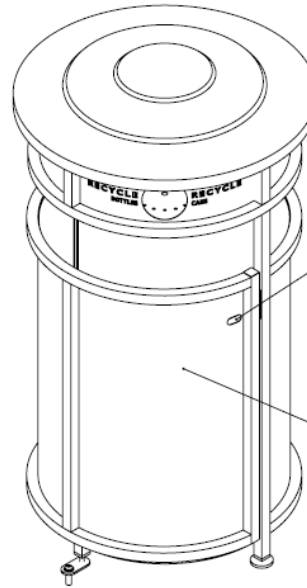
RECEPTACLES - COMBINATION LITTER & RECYCLING



Ø26.6



47.3
W/O LEVELERS



OPTIONAL SECURITY LOCK

STANDARD GRILLWORK:
-DALLAS
-FAN
-UPDROP
-VERTICAL
-VISTA

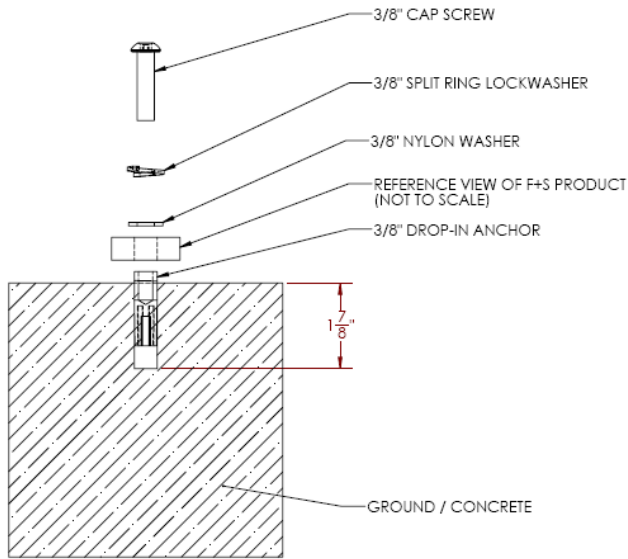
CUSTOMER APPROVAL:

X _____

DATE:

X _____

| | | | |
|---|----------------------|---|-------------------------|
| UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES | | FORMS+SURFACES ® 30 Pine Street, Pittsburgh, PA 15222 Tel (412) 781-9003 Fax (412) 781-7540 | |
| TOLERANCES (UNLESS OTHERWISE SPECIFIED): | | NAME | DATE |
| FRACTINAL: 1/32" | | DWN | JGV 12/8/2008 |
| ANGULAR/BEND: ±1° | | DESCRIPTION: | |
| TWO PLACE DECIMAL: ±.005 | | CUSTOMER SERVICE DRAWING | |
| THREE PLACE DECIMAL: ±.002 | | SLURB-36RB | |
| MATERIAL: SST | DO NOT SCALE DRAWING | PROPRIETARY AND CONFIDENTIAL | SIZE DWG. NO. REV SHEET |
| FINISH: POWDERCOAT | | | B SLURB-36RB 0 1 OF 1 |
| WEIGHT: 107.30 | | | |
| SOURCE: M | | | |
| SCALE: N.T.S. | | | |



- 1 Place product in desired location and orientation. Trace hole locations carefully using pencil or marker.
- 2 Drill holes in concrete using a 3/16" diameter drill bit first, then increasing to 3/8" and finally 1/2". These holes should be 1 7/8" deep.
- 3 Clear holes of any debris, and insert the provided drop in anchor, tap into hole with hammer until flush with surface.
- 4 Using a 1/4" punch and hammer, set the anchors by driving down the center of each anchor until it stops.
- 5 Attach product using provided screws, lock washers, nylon washers and hex bit. You will need a socket wrench with 1/4" socket.
- 6 PLEASE NOTE: Failure to install nylon washers may result in damage to finish, subsequently causing rust.

CUSTOMER APPROVAL:

X _____

DATE:

X _____

| | | | |
|--|-----------------------------|---|----------------|
| UNLESS OTHERWISE SPECIFIED, DIMENSIONS ARE IN INCHES | | FORMS+SURFACES ® 30 Pine Street, Pittsburgh, PA 15223 Tel: (412) 751-1900 Fax: (412) 751-7540 | |
| TOLERANCES (UNLESS OTHERWISE SPECIFIED): | | NAME | DATE |
| FRACTIONAL: ±1/32 | ANGLE: ±1° | DWN | JGV 12/19/2008 |
| TWO PLACE DECIMAL: ±0.005 | THREE PLACE DECIMAL: ±0.001 | DESCRIPTION: | |
| FINISH: N/A | | CUSTOMER SERVICE DRAWING | |
| WEIGHT: N/A | | DO NOT SCALE DRAWING | |
| SOURCE: - | | 3/8" ANCHOR HARDWARE INSTALLATION | |
| SCALE: N.T.S. | | PROPRIETARY AND CONFIDENTIAL | |
| THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF FORMS+SURFACES. ANY REPRODUCTION THEREOF IS A VIOLATION OF FEDERAL LAWS AND IS PROHIBITED. | | SIZE | DWG. NO. |
| | | B | 3_8-ANCHOR |
| | | REV | SHEET |
| | | 0 | 1 OF 1 |